

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

DOUGLAS DAVIS,

Plaintiff,

v.

**Civil Action 2:19-cv-4243
Judge Sarah D. Morrison
Magistrate Judge Jolson**

US WELL SERVICES LLC,

Defendant.

NON-WAIVER OF PRIVILEGE/CLAWBACK STIPULATION

Plaintiff, Douglas Davis and Defendant U.S. Well Services, LLC agree and stipulate as follows:

The Parties shall each make its best effort to withhold documents and any electronically stored information (“ESI”) that it believes to be privileged. However, given the volume of discovery in this case, the Parties believe there is a risk of inadvertent disclosure of certain privileged documents and ESI. Accordingly, pursuant to Rule 26(b)(5)(B), the Parties agree to this non-waiver, “clawback” agreement. The parties hereby adopt by reference the definitions of “attorney-client privilege” and “work-product protection” set forth in Rule 502 of the Federal Rules of Evidence.

A Party who does not intend to waive the privilege associated with a document or ESI, and yet inadvertently produces such document or information may, after discovering inadvertent production, notify the opposing Party that such production was inadvertent and should have been withheld because of privilege, and amend its discovery response to provide for the return of said document. The opposing Party must then promptly return the document in question and any copies, both paper and electronic, to the producing Party. Both Parties hereby acknowledge that the

requesting party does not waive any right it has, or may have, to challenge the producing Party's assertion of privilege and to request discovery of said document pursuant to an order of the Court. This stipulation does not alter a receiving parties' duty to return a privilege document without request.

IT IS SO ORDERED.

Date: February 18, 2020

/s/ Kimberly A. Jolson
KIMBERLY A. JOLSON
UNITED STATES MAGISTRATE JUDGE